trustee may, and the corporation may not, use the corporate name. *Myers Co.* v. *Tuttle*, 188 Fed. 532 (Circ. Ct., S. D. N. Y.).

The good will of an individual bankrupt can be sold by the trustee, but not so as to prevent his subsequently doing business in his own name. *Cruttwell* v. *Lye*, 17 Ves. 335; *Bellows* v. *Bellows*, 24 N. Y. Misc. 482, 53 N. Y. Supp. 853; *Helmbold* v. *Helmbold Mfg. Co.*, 53 How. Pr. (N. Y.) 453. This rule exists because a man's name is considered so peculiarly his own and so necessary to him that it should be left to him after discharge in order to give him another chance in life. See *Helmbold* v. *Helmbold Mfg. Co.*, *supra*, 459. Obviously this reasoning does not apply to a corporation, which gets its name from the state, and is given more chance in life than it deserves by being allowed a discharge in bankruptcy at all. There is hence no justification for applying the rule to corporations, and the corporate name should be sold just as all other assets. There seems to be no reason why a corporate name cannot be sold. *Lothrop Pub. Co.* v. *Lothrop, etc. Co.*, 191 Mass. 353, 77 N. E. 841. *Cf. Lamb Knit Goods Co.* v. *Lamb, etc. Co.*, 120 Mich. 159, 78 N. W. 1072. See 1 MACHEN, CORPORATIONS, § 468. As far as the wording of the statute is concerned, it could pass to the trustee as "property which . . . he [the bankrupt] could by any means have transferred." BANKRUPTCY ACT OF 1898, § 70 *a* (5). Or perhaps the term "trade-marks" would include it. BANKRUPTCY ACT OF 1898, § 70 *a* (2). See PAUL, TRADE-MARKS, § 160. It may be objected that this decision deprives corporations of an incident of the discharge allowed them. It is submitted that it merely refuses them a privilege given for special reasons to an individual.

BILLS AND NOTES — DOCTRINE OF PRICE *v.* NEAL — OVERDRAFT PAID BY DRAWEE BANK. — The plaintiff bank, under the mistaken belief that the drawer had sufficient funds deposited, paid a check to the payee, the defendant. *Held*, that it cannot recover the amount so paid. *Spokane & Eastern Trust Co.* v. *Huff*, 115 Pac. 80 (Wash.).

The case represents the great weight of authority. *Hull* v. *Bank of South Carolina*, Dud. (S. C.) 259; *First National Bank of Denver* v. *Devenish*, 15 Colo. 229, 25 Pac. 177. The decision is often based on the cases denying relief in the case of forged bills. See *Hull* v. *Bank of South Carolina*, *supra*, 261. But there the holder, having no claim at all against the supposed drawer, loses if he must refund. In this case, the note being valid, a claim does exist against the drawer, and the parties may be put *in statu quo* whether in giving up the note the holder gave value or not. Some authority may be found opposed to the principal case. *President, etc. of Appleton Bank* v. *McGilvray*, 4 Gray (Mass.) 518. See *Whiting* v. *City Bank*, 77 N. Y. 363, 366. These cases intimate that a change of position such as a release of indorsers would be a good defense. Though the rule of the principal case is too universal to be changed, it is well to recognize that it is not due to an equality of equities between the parties, but merely to hesitancy in overturning transactions with commercial paper. See *National Bank of New Jersey* v. *Berral*, 70 N. J. L. 757, 760, 58 Atl. 189, 190. It may well be doubted whether this is here a sufficient reason to make an exception to the general rule. *Cf. Merchant's National Bank* v. *National Bank of the Commonwealth*, 139 Mass. 513, 2 N. E. 89.

CARRIERS — BAGGAGE — LIMITATION OF LIABILITY. — The plaintiff's ticket stated: "The company assumes no risk for baggage except for wearing apparel, and limits its responsibility to $100." The plaintiff's baggage was lost while in the custody of the defendant's trainman, as he was assisting the plaintiff in changing cars. *Held*, that the limitation applies only to baggage regularly checked for the journey. *Hasbrouck* v. *New York Central & Hudson River R. Co.*, 202 N. Y. 363, 95 N. E. 808.

Although the terms of the contract limiting liability include all baggage, the decision that the limitation does not apply to hand baggage retained, except temporarily, by the passenger is undoubtedly correct. *Holmes* v. *North German Lloyd Steamship Co.*, 184 N. Y. 280, 77 N. E. 21. *Cf. Runyan* v. *Central R. Co. of New Jersey*, 61 N. J. L. 537, 41 Atl. 367. *Contra*, *Le Conteur* v. *London & South Western Ry. Co.*, L. R. 1 Q. B. 54. The words must be strictly construed, for, first, the language is that of the carrier, and second, the limitation is in derogation of his common-law liability. *Mynard* v. *Syracuse, Binghamton, & New York R. Co.*, 71 N. Y. 180. Moreover, the distinction between baggage bailed to the carrier for the journey and that retained in the personal control of the passenger is clear. See NOTES, p. 178.

CARRIERS — BAGGAGE — PERSONAL EFFECTS RETAINED IN CONTROL OF PASSENGER. — Goods disappeared from the plaintiff's handbag while it was in the custody of a servant of the defendant railroad, who was assisting the plaintiff in changing cars. No explanation of the loss was offered. *Held*, that the defendant is liable for negligence, but not as an insurer. *Hasbrouck* v. *New York Central & Hudson River R. Co.*, 202 N. Y. 363, 95 N. E. 808. See NOTES, p. 178.

CARRIERS — LIMITATION OF LIABILITY — PUBLICATION IN INTERSTATE RATE SCHEDULES AS NOTICE BINDING SHIPPER. — The plaintiff, an interstate passenger of the defendant railroad, claimed as damages the actual value of baggage lost through the defendant's negligence. The defendant in compliance with the Interstate Commerce Act had filed with the Interstate Commerce Commission, and conspicuously published, schedules of rates and regulations with notice that it undertook to check free, baggage not exceeding a certain value. A higher rate was provided for baggage in excess of this value. The plaintiff did not know of the schedules or of any limitation of liability. *Held*, that she may recover the actual value of the baggage lost. *Hooker* v. *Boston & Maine R.*, 95 N. E. 945 (Mass.).

By the common law in Massachusetts one shipping baggage is not bound by stipulations for limitation of liability of which he is ignorant. See *Hood Co.* v. *American Pneumatic Service Co.*, 191 Mass 27, 29, 77 N. E. 638. The extent of his recovery may, however, be restricted by express contract or assent to the regulations. *Bernard* v. *Adams Express Co.*, 205 Mass. 254, 91 N. E. 902; *Graves* v. *Adams Express Co.*, 176 Mass. 280, 57 N. E. 462. This is law quite generally. *Windmiller* v. *Northern Pacific Ry. Co.*, 52 Wash. 613, 101 Pac. 225. *Contra*, *Hughes* v. *Pennsylvania R. Co.*, 202 Pa. St. 222, 51 Atl. 990. See 1 HUTCHINSON, CARRIERS, 3 ed., §§ 401 *et seq.* The English law seems more favorable to the carriers in giving effect to notices of limitation not actually brought to the shipper's attention. See *Richardson, Spence, & Co.* v. *Rowntree*, [1894] A. C. 217, 219; *Parker* v. *South Eastern Ry. Co.*, 2 C. P. D. 416, 424. The Interstate Commerce Act requires schedules of rates and regulations to be filed and published. 3 U. S. COMP. STAT., 1901, Tit. 56 A, c. 1, § 6. The public are held to these rates and regulations when so filed and published regardless of knowledge of, or assent to, the rates. *Texas & Pacific Ry. Co.* v. *Mugg*, 202 U. S. 242, 26 Sup. Ct. 628; *Melody* v. *Great Northern Ry.*, 25 S. D. 606, 127 N. W. 543. Whenever Congress has seen fit properly to legislate, the state law must give way. *Gulf, Colorado, & Santa Fé Ry. Co.* v. *Hefley*, 158 U. S. 98, 15 Sup. Ct. 802. But a stipulation of limited liability is not a rate nor a regulation, nor a necessary part of the schedule required by the act, so as to take the case out of the state law. It seems, therefore, that the Massachusetts common law, which requires assent to the stipulation, was properly held to apply in the principal case. *Cf. Miller* v. *Chicago, Burlington, & Quincy R. Co.*, 85 Neb. 458, 123 N. W. 449; *Fielder* v. *Adams Express Co.*, 71 S. E. 99 (W. Va.).